

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

In order to explore a potential business arrangement (Purpose) and to protect certain proprietary and confidential information mutually and bi-directionally, which may be disclosed between them, _____ and ALL respective affiliates, and **True Leaf Medicine International Ltd and Darcy Bomford, CEO** and ALL respective affiliates, intending to be legally bound, agree that:

A. Proprietary Information. Proprietary Information shall mean any information that is hereinafter disclosed or transmitted by one party (Disclosing Party) to the other party (Receiving Party) from time to time during the term of this Agreement, in whatever form or format. As employed in the Agreement, Proprietary Information shall mean any information, including, but not limited to, information concerning pricing, terms, formulas, schematics, commercial practices, industrial technology involving products, equipment, processes, composition data, test data, samples, drawings, associated facilities, sales and marketing data and the like, relating to the exchange of information concerning all parties, and its confidential information and technology.

B. Obligations Regarding Proprietary Information. Each Party agrees to treat all Proprietary Information of the other party as confidential and specifically that the Receiving Party will:

- 1. Not use Disclosing Party's Proprietary Information for any purpose other than for the Purpose;
- 2. Not disclose Disclosing Party's Proprietary Information to any third party without the prior written consent of Disclosing Party;
- 3. Not make any copies of Disclosing Party's Proprietary Information;
- 4. Limit dissemination of Disclosing Party's Proprietary Information to only those employees, representatives and advisors of Receiving Party having an immediate need to know of it for the Purpose; and
- 5. Take all reasonable precautions to ensure against any breach in confidentiality; and advise employees, representatives and advisors of the Receiving Party who may have access to Disclosing Party's Proprietary Information of the continuing nature of the confidentiality obligations herein.

C. Exceptions to Obligations. The parties agree that the obligations of the parties in Paragraph B will not extend to any portion of Disclosing Party's Proprietary Information:

- 1. Which is within the public domain, or enters the public domain through no fault of Receiving Party;
- 2. Which is rightfully disclosed to Receiving Party by a third party without obligation of confidentiality; provided, however, that upon the receipt of any such Proprietary Information, Receiving Party shall immediately notify Disclosing Party of the receipt of such Proprietary Information;
- 3. Which was in the possession of Receiving Party prior to receipt thereof from Disclosing Party, as evidenced by written records;
- 4. Which was independently developed by employees of Receiving Party having no access to Disclosing Party's Proprietary Information; or
- 5. Ordered by a court of competent jurisdiction to be produced by Receiving Party; provided, however, that upon the receipt of any such order, Receiving Party shall immediately notify Disclosing Party of such order so that an appropriate protective agreement or order can be sought.

No portion of Disclosing Party's Proprietary Information will be deemed to be within any of the exceptions of this Paragraph solely on the basis that more general information of a corresponding nature is within any of such exceptions, or on the basis that individual elements of the Disclosing Party's Proprietary Information are independently within any of the exceptions.

D. Disclosure Period. This Agreement applies to Proprietary Information described in Paragraph A that is disclosed between the Effective Date and **three (3)** years thereafter.

E. Confidentiality Period. For a period of **three (3)** years after the later of the receipt of any Proprietary Information or the expiration or termination of this Agreement, Receiving Party agrees to keep all Proprietary Information in confidence and not disclose it to any person or entity not a party to this Agreement, nor (if applicable) use it without prior approval of Disclosing Party.

F. Data, Samples, Drawings and Prototypes. Receiving Party agrees that it will not use any data, samples, drawings or prototypes for any purpose other than the purpose requested by Disclosing Party and that it will not disseminate any portion of the data, samples, drawings or prototypes to any third party. Receiving Party also agrees that Disclosing Party retains all right, title and interest in the data, samples, drawings and prototypes and that, upon request of Disclosing Party, Receiving Party will return all data, samples, drawings and prototypes in its possession to Disclosing Party.

G. No Warranty. No warranties, including warranties against infringement, are made under this Agreement.

H. No License. The parties agree that no license or other right to use Disclosing Party's Proprietary Information by Receiving Party other than as specifically provided for herein is granted and the parties acknowledge that all Disclosing Party's Proprietary

Information is owned by Disclosing Party.

I. Reverse-Engineering. Receiving Party may not reverse-engineer, decompile, or disassemble any technical designs; e.g., drawings, components, or specifications disclosed, and shall not remove, overprint or deface any notice of confidentiality from any original or copy of any Proprietary Information disclosed.

J. Return of Proprietary Information. Receiving Party agrees that, upon request of Disclosing Party, it will return all physical embodiments of Disclosing Party's Proprietary Information and all copies thereof, whether authorized or unauthorized, provided to Receiving Party hereunder.

K. No Restriction on Business. Each Party acknowledges that the other Party currently engages in its own business and that each Party intends to continue to do so. Nothing in this Agreement shall restrict either Party from engaging in such business provided that such Party does not use any of the other Party's Proprietary Information in its business without the express written consent of the other Party.

L. Injunctive Relief. Each Party acknowledges that a breach, actual or threatened, of any term or condition of this Agreement may cause immediate and irreparable harm to the other Party. Each Party will therefore be entitled to seek immediate injunctive relief from a court of competent jurisdiction. Such Party may also seek appropriate damages and any other type of remedy available to it based upon such breach by the other Party.

M. Non-Circumvention. Each Party acknowledges that the names, information and availability of all financing sources (including, without limitation, investors, potential acquisitions, joint ventures, lenders and/or guarantors) introduced by the other shall be considered the sole and exclusive property of Disclosing Party. Recipient agrees that for a period of three (3) years from the Effective Date of this Agreement, it will not act to exclude or circumvent Disclosing Party regarding any transactions that may be proposed or discussed as a result of any disclosures made by Disclosing Party hereunder by directly or indirectly approaching, engaging in discussions with, negotiating with, doing business with or otherwise contacting or corresponding with any of such financing sources or with any individuals or entities associated with such financing sources with the prior written consent of Owner.

N. Miscellaneous. This Agreement does not create any agency or partnership relationship. This Agreement contains the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be in writing and must be signed by both parties.

Full Company Name: _____

Officer's Signature: _____

Officer's Printed Name and Title: _____

Date: _____

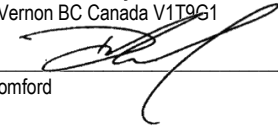
Fax Number: _____

Signature: _____
Name: N/A
Title: N/A
Date: N/A

Signature: _____
Name: N/A
Title: N/A
Date: N/A

Signature: _____
Name: N/A
Title: N/A
Date: N/A

True Leaf Medicine International Ltd and Darcy Bomford
#32, 100 Kalamalka Lake Road, Vernon BC Canada V1T9G1

Corporate Officer Signature: 
Name: Darcy Bomford
Title: CEO
Date: July 8, 2015

Send signed copy to:
darcy@trueleaf.com or fax to 1.250.545.3239